ORDER FOR SUPPLIES OR SERVICES								PAGE 1 OF 11				
1. CONTRACT PURCH ORDER/AGREEMENT NO. 2. DELIVERY ORDER/			/CALL NO.	(YYYYMMMDD)			QUEST NO.	5. PRIORITY				
W52H09-04-P-0612 6. ISSUED BY CODE W52H09				7. ADMINIST	2004SEP02 ERED BY (If other t	han 6)	SEE S		2401A	DOA5 8. DELIVERY FOB		
TACOM-ROCK ISLAND AMSTA-LC-CSC-B SYLVIA JUST (309)782-1058 ROCK ISLAND IL 61299-7630 EMAIL: JUSTS@RIA.ARMY.MIL				DCMA TWIN CITIES BISHOP HENRY WHIPPLE FEDERAL BLDG 1 FEDERAL DRIVE, ROOM 1150 FORT SNELLING MN 55111-4007					DESTINATION X OTHER (See Schedule if other)			
9. CONTR	ACTOR			CODE	30GL7	FACIL		<u> </u>				11. X IF BUSINESS IS
	•						• (YYYYMMMDD)					X SMALL
	2210 1		WELDING & FABRIC TH AVE	CATION					SCHEDULE			SMALL
NAME AND ADDRESS		S,	IA. 52729-9647			12. DISCOUNT TERMS					DISADVANTAGED WOMAN-OWNED	
	•						•	13. M	AIL INVOICE	S TO THE ADDRESS	IN BLOCK	
		US	INESS: Other Sma		iness Perf				Block 15			
14. SHIP T	SCHEDULE			CODE		DFA ATT 430 PO	15. PAYMENT WILL BE MADE BY DFAS ST LOUIS ATT DFAS-SL-FPV 4300 GOODFELLOW BLVD BLDG 110 PO BOX 200009 ST LOUIS MO 63120-0009				HQ0304	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDE	R IS ISSUED	ON ANOTHER (GOVERNMENT AG	SENCY OR IN ACCORD	ANCE W	ITH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	х	Reference your	Oral			specified herein.	, D	ated			
	TORCHASE	A	ACCEPTANCE. THI	E CONTRA	CTOR HEREF	BY ACCEPTS T	HE OFFER REPRES			MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
									SIGNED (MMMDD)			
	SCHEDULE	111	KOI KIATION DATALE	OCAL USE								
18. ITEM	NO. 19. SC	ЭНЕ	EDULE OF SUPPLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*	7	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	CONT Fi KINE	rra irm	CHEDULE ACT TYPE: 1-Fixed-Price OF CONTRACT: rice Contracts									
	accepted by the		· · · · · · · · · · · · · · · · · · ·	4. UNITED	STATES OF A						25. TOTAL	\$6,260.02
If differen	uantity ordered, i t, enter actual qu rdered and encir	ıant	ity accepted below	BY:	ADELAIDE TKATCHA@	J TKATCH RIA.ARMY.M	/SIGNED/ IL (309)782-5		TRACTING/O	RDERING OFFICER	26. DIFFERENCE	S
□ `	NTITY IN COLU	7		. CCEPTEI	AND CONE	ODME TO COM	ED A COT EN CEDE AS	Nome				
INSPECTED ACCEPTED, AND CONFORMS TO CONTE						c. DATE				D GOVERNMENT		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					VE	28. SHIP. NO.	28. SHIP. NO. 29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER g. E-MAIL ADDRESS					PARTIA	L	32. PAID BY		33. AMOUNT V	/ERIFIED CORRECT FOR		
g. E-MAIL ADDRESS					FINAL 31. PAYMENT	34. CH			34. CHECK NU	CK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					COMPL	ETE						
a. DATE b. SIGNATURE AND TITLE OF CERTIFYING OFFICE (YYYYMMMDD)					OFFICER	PARTIA FINAL	PARTIAL FINAL 35. BILL OF LADING N			ADING NO.		
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)		DATE RECEIVED 40. TOTAL CON- TAINERS 41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO.				IER NO.		

Reference No. of Document Being Continued

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

SUPPLEMENTAL INFORMATION

- 1. This purchase order is awarded to Bryan's Welding & Fabrication, in order to reinforce and strengthen roof and corner post on Humvee for gun support using 1/4 inch plate for roof; 1 3/4 inch tubing bolts; nut and weld wire.
- 2. Michael L. Schneider, Team Leader of TACOM-RI USA Team, will inspect finished product.

*** END OF NARRATIVE A 001 ***

Regulatory Cite _____ Title ____ Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

AUG/2004

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army, TACOM-Rock Island
1 Rock Island Arsenal
ATTN: AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-4931
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;

Reference No. of Document Being Continued

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION TACOM-RI

FEB/2003

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

4 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) TACOM-RI

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED
TACOM-RI

FEB/2002

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/ide/documents/mrm2.pdf).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED. Bids submitted by electronic fax to 309-782-2047 will be accepted as these bids are considered to be electronic communication.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM

JUN/1998

TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875 Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM				\$ 6,260.02
	NOUN: ROOF SPT STRUCTURE FOR CROWS				
	PRON: M149V322M1 PRON AMD: 01 ACRN: AA AMS CD: 42212300000				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL REL CD QUANTITY DATE				
	001 0 30-SEP-2004				
	\$ 6,260.02				

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

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(FA7001)

CONTINUATION CHEET			Reference No. of Document Being Continued					Page 7 of 11	
	CONTINUATION SHEET			PIIN/SIIN W52H09-04-P-0612		MOD/AMD			
Name									
CONTRAC	T ADMINISTRA	ATION DATA							
	PRON/					JOB			
LINE	AMS CD/	OBLG				ORDER	ACCOUNT	ING	OBLIGATED
<u>ITEM</u>	MIPR	ACRN STAT	ACCOUNTING	CLASSIFICATION		NUMBER	STATION		AMOUNT
0001AA	M149V322M1 42212300000	AA 2	21 420200	00046D6D02P422123252G	S11116	4LSUG4	W52H09	\$	6,260.02
							TOTAL	\$	6,260.02
SERVICE						ACCOU:	NTING		OBLIGATED
NAME	TOTA	AL BY ACRN	ACCOUNTING	<u>CLASSIFICATION</u>		STATI	ON		AMOUNT
Army		AA	21 420200	00046D6D02P422123252G	S11116	W52H0	9	\$_	6,260.02
							TOTAL	\$	6,260.02

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

7	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
8	52.233-4501 TACOM-RI	ALTERNATIVE DISPUTES REVIEW PROCESS	MAY/1994

- (a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.
- (b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes Alternate I, of the contract.
- (c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.
- (d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.
- (e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.
- (f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.
- (g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.
 - (h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but

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Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

- (i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.
- (j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.
- (k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:
 - (1) The Government will compensate directly the wages and travel expense for its selected member.
 - (2) The SC shall compensate directly the wages and travel expense for its member.
 - (3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.
- (4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.
- (1) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.
- (m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.
- (n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.
- (o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

9 52.247-4545 TACOM-RI PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:	
	
For contracts involving F.O.B. Origin shipments	furnish the following rail information:
Does Shipping Point have a private railroad sid	ing? YES NO
If YES, give name of rail carrier serving it: _	

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PIIN/SIIN W52H09-04-P-0612

Name of Offeror or Contractor: BRYAN'S WELDING & FABRICATION

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: ___

Serving Carrier: __

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
11	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
12	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
13	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	OCT/2003
		REGISTRATION	
14	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE II	APR/1984
15	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR/1984
16	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
17	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
18	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
19	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
20	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL	JUL/2004
		ITEMS)	

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c): http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

(IF8001)

21 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

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Name of Offeror or Contractor: ${\tt BRYAN'S}$ welding & fabrication

designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

AUTHORIZED DEVIATIONS IN CLAUSES 52.252-6

Page 11 of 11

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)